

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

JOSE SOTO, ROBERT CIARPAGLINI, and
REINIER RAVESTEIJN,

Plaintiffs,

v.

Case No. 07-C-75

PETER ERICKSON, et al.,

Defendants.

ORDER

Plaintiff Robert Ciarpaglini has filed a motion for reconsideration. His case having been dismissed in light of a settlement agreement he signed in 1993, he now attempts to assert that the settlement agreement has been found unenforceable in another federal court. Specifically, he claims that he has just remembered that Judge Shabaz (W. D. Wis.) found the agreement void because it lacked a “penalty provision.” He appears to be claiming that either *res judicata* or collateral estoppel would bar the defendant from citing the agreement as a defense in the present case.

Regardless of what is meant by the lack of a “penalty provision,” it is clear that the plaintiff has waived this argument by failing to present it in any one of his numerous filings to-date. *Arizona v. California*, 530 U.S. 392, 410 (2000) (collateral estoppel must be timely raised). Accordingly, as I find no basis to revisit my earlier decision, the motion for reconsideration is **DENIED**.

SO ORDERED this 29th day of May, 2007.

s/ William C. Griesbach

William C. Griesbach
United States District Judge